



SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT REQUEST FOR PROPOSALS

LANDSCAPE MAINTENANCE SERVICES FOR DIAMOND BAR HEADQUARTERS

P2019-16

South Coast Air Quality Management District (SCAQMD) requests proposals for the following purpose according to terms and conditions attached. In the preparation of this Request for Proposals (RFP) the words "Proposer," "Contractor," "Consultant," "Bidder" and "Firm" are used interchangeably.

PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified Landscape Contractors with C-27 licenses interested in providing landscape maintenance services at SCAQMD headquarters, located at 21865 Copley Drive, Diamond Bar, CA 91765 for a three (3) year contract.

INDEX - The following are contained in this RFP:

Section I	Background/Information
Section II	Contact Person
Section III	Schedule of Events
Section IV	Participation in the Procurement Process
Section V	Statement of Work
Section VI	Required Qualifications
Section VII	Proposal Submittal Requirements
Section VIII	Proposal Submission
Section IX	Proposal Evaluation/Contractor Selection Criteria
Section X	Scope of Work
Section XI	Cost Proposal
Section XII	Sample Contract

Attachment A - Participation in the Procurement Process

Attachment B - Certifications and Representations

Attachment C - Green Landscaping Products, Practices and Equipment

SECTION I: BACKGROUND/INFORMATION

SCAQMD is a regional governmental agency responsible for meeting air quality health standards in Orange County, and the urban portions of Los Angeles, Riverside, and San Bernardino Counties.

The purpose of this RFP is to obtain proposals for landscape maintenance services, irrigation repairs, and supplies for the SCAQMD's headquarters located at 21865 Copley Drive, Diamond Bar, CA 91765. Landscaped areas total approximately 82,700 square feet and typically require approximately 40-60 man hours per week for routine landscape maintenance services.

The proposer, having carefully examined SCAQMD's specifications attached hereto, proposes and agrees to furnish all necessary labor, materials, tools, equipment, transportation, hauling, dumping, fertilizers, insecticides, and any other incidentals necessary to maintain the aforementioned grounds in strict conformity to SCAQMD's specifications.

CONTRACT TERM:

The maintenance service contract term will be from July 1, 2019 through June 30, 2022. All normal maintenance, service, and irrigation repairs shall be performed at the straight time rate from 7:00 a.m. to 5:30 p.m., Monday and Saturday, excluding holidays.

SECTION II: CONTACT PERSON:

Questions regarding the content or intent of this RFP or on procedural matters should be addressed to:

Bruce Jacobson
Building Maintenance Manager
 SCAQMD
 21865 Copley Drive
 Diamond Bar, CA 91765-4178
 (909) 396-2289
 (909) 396-3964 Fax
bjacobson@aqmd.gov

Brian Roberts
Building Supervisor
 SCAQMD
 21865 Copley Drive
 Diamond Bar, Ca 91765-4178
 (909) 396-2278
 (909) 396-3964 Fax
broberts@aqmd.gov

SECTION III: SCHEDULE OF EVENTS

Date	Event
March 1, 2019	RFP Released
March 21, 2019	Mandatory Bidder's Conference
April 19, 2019	Proposals Due to SCAQMD - No Later Than 2:00 pm
April 23 - April 30, 2019	Proposal Evaluations
June 7, 2019	Governing Board Approval
June 27, 2019	Anticipated Contract Execution

MANDATORY BIDDER'S CONFERENCE

Date: March 21, 2019
Time: 10:00 AM
Location: 21865 Copley Dr.
Diamond Bar, CA 91765
Room CC6

Those interested in participating shall make reservations to attend the **Mandatory** Bidder's Conference by calling Vicki Christian at (909) 396-2995.

Proposals will not be accepted from businesses that were not represented at the **Mandatory** Bidder's Conference.

PRE-BID INQUIRES

All pre-bid inquiries regarding this RFP #P2019-16 must be received via fax or email no later than 3:00 pm on April 11, 2019. Questions received after the deadline will not be acknowledged.

SECTION IV: PARTICIPATION IN THE PROCUREMENT PROCESS

It is the policy of SCAQMD to ensure that all businesses, including minority business enterprises, women business enterprises, disabled veteran business enterprises, and small businesses have a fair and equitable opportunity to compete for and participate in SCAQMD contracts. Attachment A to this RFP contains definitions and further information.

SECTION V: STATEMENT OF WORK

The contract will consist of the landscape and irrigation maintenance and service at SCAQMD's headquarters.

SECTION VI: REQUIRED QUALIFICATIONS

Landscape maintenance contractors shall possess and maintain in-house, current and valid C-27 contractor's licenses and pest control operator's certifications in compliance with all state and local governmental requirements. Contractor must provide evidence of all current licensing and permits, as required, by local, State, and Federal regulations in providing services as described in the landscape and irrigation maintenance and service Scope of Work. Contractor must be registered with and provide SCAQMD a copy of the Department of Industrial Relations DIR certification number (DIR PWC 100 Registration Number).

SCAQMD requires all landscape maintenance staff to wear vendor-supplied uniforms or shirts that identify them while working on SCAQMD premises. SCAQMD requires the supervisor to be fluent in English and to be able to communicate both orally and in written form. The supervisor shall have a company-supplied cell phone at all times. Contractor shall furnish all necessary labor, materials, tools, equipment, transportation, hauling, dumping, fertilizers, insecticides, and any other incidentals necessary to maintain SCAQMD grounds in strict conformity to the specifications necessary to perform the services outlined in the Scope of Work.

Contractor shall furnish evidence of Worker's Compensation Insurance in accordance with California statutory requirements, general liability insurance, and automobile liability insurance in accordance with Provision 9 of the attached Draft Contract.

SECTION VII: PROPOSAL SUBMITTAL REQUIREMENTS

Submitted proposals shall follow the format outlined below and all requested information must be supplied. Failure to submit proposals in the required format and with the requested information will result in elimination from the proposal evaluation process. SCAQMD may modify the RFP or issue supplementary information or guidelines during the proposal preparation period prior to the due date. Please check our website for project updates at (<http://www.aqmd.gov/grants-bids>). It is the responsibility of each bidder to frequently check SCAQMD's website for updates and/or addendums.

The cost for developing the proposal is the responsibility of the Contractor and will not be chargeable to the SCAQMD.

Each proposal must be submitted in three (3) separate volumes and a separate Table of Contents shall be provided for Volumes I and II.

- Volume I - Technical Proposal
- Volume II - Cost Proposal
- Volume III - Certifications and Representations included in Attachment B to this RFP must be completed and executed by an authorized official of the Contractor.

A separate cover letter including the name, address, and telephone number of the Contractor, and signed by the person(s) authorized to represent the Contractor, should accompany the proposal submission. Contractor contact information should also be included in the cover letter. The cover letter shall include the Contractor's business name, Contractor's license number, address and telephone number of office in, or nearest to, Diamond Bar, California. Name and title of representative designated as contact shall also be included.

VOLUME I - TECHNICAL PROPOSAL

DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL VOLUME SUBMITTAL

Summary (Section A) - State overall approach to meeting the objectives and satisfying the Scope of Work to be performed and include a description of methodology or techniques to be used.

Qualifications (Section B) - Provide a summary of Contractor's background and related experience in performing similar services for other governmental or equal size organizations. Provide references of other similar projects performed during the last five years demonstrating ability to successfully perform the required maintenance and service as outlined in the statement of work. Information shall include company name, address, contact name, title, and

telephone number for all references listed. For convenience there is a list in Section X for this information.

Assigned Personnel (Section C) - Provide the following information about the staff to be assigned to this project:

1. List all key personnel assigned to the project by level, name, title and experience. Provide a resume or similar statement describing the background, qualifications and experience of the lead person assigned to the project. Substitution of the identified lead person will not be permitted without prior written approval from SCAQMD's Building Maintenance Manager or his designee.
2. Provide a statement of education and training programs provided to, or required of, the journey-level technicians identified for participation for the service contract, particularly with reference to the qualified technician that will be on site.
3. Provide a summary the Contractor's general experience to meet all required qualifications to fulfill the Scope of Work, including additional Contractor personnel and resources beyond those who may be assigned to the project.

Additional Data (Section D) - Provide any other essential data that may assist in the evaluation of this proposal.

VOLUME II - COST PROPOSAL

Name and Address - The Cost Proposal must list the name and complete address of the Proposer in the upper left-hand corner of provided form.

Cost Proposal - SCAQMD anticipates awarding a fixed price contract for the landscape maintenance service, irrigation, repairs and supplies. Cost information shall be provided as listed below:

1. Detail must be provided by the following categories:
 - A. Labor - The Cost Proposal must list the fully-burdened hourly rates and the total number of hours estimated for each level of staff to be used to perform the tasks required by this RFP. Costs should be estimated for each of the components in the Scope of Work.
 - B. Minor Parts Replacement - Include with each fiscal year contract \$5,000 to be used for the purchase of minor replacement parts, as needed, during the service and maintenance of the equipment.

VOLUME III - CERTIFICATIONS AND REPRESENTATIONS (see Attachment B to this RFP)

SECTION VIII: PROPOSAL SUBMISSION

All proposals must be submitted according to specifications set forth in the section above, and this section. Failure to adhere to these specifications will be cause for rejection of the proposal. **Late bids/proposals will not be accepted under any circumstances.**

Signature - All proposals must be signed by an authorized representative of the Proposer.

Due Date - **All proposals are due no later than 2:00 pm on April 19, 2019 and should be directed to:**

Procurement Unit
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
(909) 396-3520

Submittal - Submit five (5) complete copies of the proposal in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Proposer and the words "Request for Proposals #P2019-16."

Grounds for Rejection - A proposal may be immediately rejected if:

- It is not prepared in the format described
- It is signed by an individual not authorized to represent the Contractor.

Modification or Withdrawal - Once submitted, proposals cannot be altered without the prior written consent of SCAQMD. All proposals shall constitute firm offers and may not be withdrawn for a period of ninety (90) days following the last day to accept proposals.

SECTION IX: PROPOSAL EVALUATION/CONTRACTOR SELECTION CRITERIA

- A. Proposals will be evaluated by a panel of three to five SCAQMD staff members familiar with the subject matter of the project. The panel shall be appointed by the Executive Officer or his designee. In addition, the evaluation panel may include such outside public sector or academic community expertise as deemed desirable by the Executive Officer. The panel will make a recommendation to the Executive Officer and/or the Governing Board of SCAQMD for final selection of a contractor and negotiation of a contract.
- B. Each member of the evaluation panel shall be accorded equal weight in his or her rating of proposals. The evaluation panel members shall evaluate the proposals according to the specified criteria and numerical weightings set forth below.

1. Proposal Evaluation Criteria

(a) Standardized Services Points

Understanding of Requirement	25
Contractor Qualifications	25
Past Experience	20
Cost	<u>30</u>
TOTAL:	100

(b) Additional Points

Small Business or Small Business Joint Venture	10
DVBE or DVBE Joint Venture	10
Use of DVBE or Small Business Subcontractors	7
Low-Emission Vehicle Business	5
Local Business (Non-Federally Funded Projects Only)	5
Off-Peak Hours Delivery Business	2
Most Favored Customer	2

The cumulative points awarded for small business, DVBE, use of small business or DVBE subcontractors, low-emission vehicle business, local business, and off-peak hours delivery business must not exceed 15 points. Most Favored Customer status incentive points shall be added, as applicable for a total of 17 points.

Self-Certification for Additional Points

The award of these additional points shall be contingent upon Proposer completing the Self-Certification section of Attachment B - Certifications and Representations and/or inclusion of a statement in the proposal self-certifying that Proposer qualifies for additional points as detailed above.

2. To receive additional points in the evaluation process for the categories of Small Business or Small Business Joint Venture, DVBE or DVBE Joint Venture or Local Business (for non-federally funded projects), the proposer must submit a self-certification or certification from the State of California Office of Small Business Certification and Resources at the time of proposal submission certifying that the proposer meets the requirements set forth in Section IV. To receive points for the use of DVBE and/or Small Business subcontractors, at least 25 percent of the total contract value must be subcontracted to DVBEs and/or Small Businesses. To receive points as a Low-Emission Vehicle Business, the proposer must demonstrate to the Executive Officer, or designee, that supplies and materials delivered to SCAQMD are delivered in vehicles that operate on either clean-fuels or if powered by diesel fuel, that the vehicles have particulate traps installed. To receive points as a Local Business, the proposer must affirm that it has an ongoing business within the South Coast AQMD at the time of bid/proposal submittal and that 90% of the work related to the contract will be performed within the South Coast AQMD. Proposals for legislative representation, such as in Sacramento, California or Washington D.C. are not eligible for local business incentive points. Federally funded projects are not eligible for local business incentive points. To receive points as an Off-Peak Hours Delivery Business, the proposer must submit, at proposal submission, certification of its commitment to delivering supplies and materials to SCAQMD between the hours of 10:00 a.m. and 3:00 p.m. To receive points for Most Favored Customer status, the proposer must submit, at proposal submission, certification of its commitment to provide most favored customer status to the SCAQMD. The cumulative points awarded for small business, DVBE, use of Small Business or DVBE Subcontractors, Local

Business, Low-Emission Vehicle Business and Off-Peak Hour Delivery Business shall not exceed 15 points.

3. The lowest cost proposal will be awarded the maximum cost points available and all other cost proposals will receive points on a prorated basis. For example if the lowest cost proposal is \$1,000 and the maximum points available are 30 points, this proposal would receive the full 30 points. If the next lowest cost proposal is \$1,100 it would receive 27 points reflecting the fact that it is 10% higher than the lowest cost (90% of 30 points = 27 points).
- C. During the selection process the evaluation panel may wish to interview some proposers for clarification purposes only. No new material will be permitted at this time. Additional information provided during the bid review process is limited to clarification by the Proposer of information presented in his/her proposal, upon request by SCAQMD.
 - D. The Executive Officer or Governing Board may award the contract to a Proposer other than the Proposer receiving the highest rating in the event the Governing Board determines that another Proposer from among those technically qualified would provide the best value to SCAQMD considering cost and technical factors. The determination shall be based solely on the Evaluation Criteria contained in the Request for Proposal (RFP), on evidence provided in the proposal and on any other evidence provided during the bid review process.
 - E. Selection will be made based on the above-described criteria and rating factors. The selection will be made by and is subject to Executive Officer or Governing Board approval. Proposers may be notified of the results by letter.
 - F. The Governing Board has approved a Bid Protest Procedure which provides a process for a Bidder or prospective Bidder to submit a written protest to SCAQMD Procurement Manager in recognition of two types of protests: Protest Regarding Solicitation and Protest Regarding Award of a Contract. Copies of the Bid Protest Policy can be secured through a request to SCAQMD Procurement Department.
 - G. The Executive Officer or Governing Board may award contracts to more than one proposer if in (his or their) sole judgment the purposes of the (contract or award) would best be served by selecting multiple proposers.
 - H. If additional funds become available, the Executive Officer or Governing Board may increase the amount awarded. The Executive Officer or Governing Board may also select additional proposers for a grant or contract if additional funds become available.
 - I. Disposition of Proposals - Pursuant to SCAQMD's Procurement Policy and Procedure, SCAQMD reserves the right to reject any or all proposals. All proposals become the property of SCAQMD, and are subject to the California Public Records Act. One copy of the proposal shall be retained for SCAQMD files. Additional copies and materials will be returned only if requested and at the proposer's expense.
 - J. **If proposal submittal is for a Public Works project as defined by State of California Labor Code Section 1720, Proposer is required to include Contractor Registration No. in Attachment B. Proposal submittal will be deemed as non-responsive and Bidder may be disqualified if Contractor Registration No. is not included in Attachment B. Proposer is alerted to changes to California Prevailing Wage**

compliance requirements as defined in Senate Bill 854 (Stat. 2014, Chapter 28), and California Labor Code Sections 1770, 1771 and 1725.

K. PERFORMANCE AND PAYMENT BONDS

Before execution of the Contract, the Contractor must file surety bonds in the amounts and for the purpose specified in the Request for Proposal (RFP). Bonds must be issued by a surety who is listed in the latest version of U.S. Department of Treasury Circular 570, who is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide bonds in the amount required by the Contract shall be approved by SCAQMD. Bonds from all other sureties must be accompanied by all of the documents enumerated in the Code of Civil Procedure, Section 995.660a).

Each bond must incorporate, by reference, the Contract and be signed by both the Bidder and Surety. The signature of the authorized agent of the Surety must be notarized. The Contractor shall provide two (2) good and sufficient surety bonds.

PERFORMANCE BOND - For contracts exceeding \$75,000

The Performance Bond must be for 100 percent of the Contract Price to guaranty faithful performance of all work, within the time prescribed, in a manner satisfactory to SCAQMD, and that all materials and workmanship will be free from original or developed defects. The bond must remain in effect until the end of all warranty periods as set forth in the Contract Documents

The selected Contractor shall be required to furnish and pay all bond premiums, costs and incidentals listed below.

Should any bond become insufficient, the Contractor must renew the bond within 10 days after receiving notice from SCAQMD.

Should any surety at any time be unsatisfactory to SCAQMD, notice to the effect will be given to the Contractor. No further payments will be deemed due or will be made under the Contract until a new surety qualifies and is accepted by SCAQMD.

Changes in the Project or extension of time, made pursuant to the Contract, shall in no way release the Contractor or Surety from the obligation. Notice of such changes or extensions shall be waived by the Surety.

PAYMENT BOND - For contracts exceeding \$25,000

Within 14 days after execution of the Contract by SCAQMD and prior to performing any work under the Contract, the CONTRACTOR must file with SCAQMD, a Payment Bond (material and labor bond) in an amount equal to one hundred (100) percent of the contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by the Contractor to perform the work.

The Payment Bond shall not be for less than 100 percent of the Contract price, to satisfy claims of material suppliers and mechanics and laborers employed on the Project. The Bond must be maintained by the Contractor in full force and effect until the performance of the Contract is accepted by SCAQMD and until all claims for materials and labor are paid, and otherwise comply with the Civil Code. Contractor must provide SCAQMD with Conditional Lien Releases with each payment request and Unconditional Lien Releases for the final payment for all material suppliers, mechanics and laborers employed on the Project.

1. **UNSATISFACTORY SURETIES** - Should any Surety, at any time, be deemed unsatisfactory by SCAQMD, notice will be given to the Contractor to that effect. No further payments shall be deemed due, or will be made under the Contract until a new Surety shall qualify and be accepted by SCAQMD.
2. **EFFECT OF CHANGES IN THE WORK/EXTENSIONS OF TIME ON THE SURETY** Changes in the work, or extensions of time, made pursuant to the Contract, shall in no way release the Contractor or the Surety from their obligations under the bond. Notice of such changes or extensions shall be waived by the Surety.

SECTION X: SCOPE OF WORK

1.00 General Requirements

- 1.01 **Landscape Maintenance** - Contractor shall provide all labor, materials, tools, equipment, transportation, hauling, dumping, fertilizers, chemicals (including insecticides, fungicides, herbicides, soil additives, amendments, etc.), and other items needed to perform landscape maintenance work as directed by this RFP or the SCAQMD's Building Maintenance Manager or his designee. The boundaries of the area to be maintained is the entire 82,700 square feet of the SCAQMD campus. A graphic delineation of boundaries shall be made available to the Contractor upon request.
- 1.02 **Identification** - SCAQMD requires that all personnel working on SCAQMD's premises wear uniforms or some type of identification supplied by Contractor. SCAQMD also requires that Contractor and all employees of Contractor sign in and sign out in of the Contractor Logbook located at the Main Security Desk when they are on SCAQMD property.
- 1.03 **System of Communication and Emergency Numbers** - Contractor shall provide cell phone communication for supervisors, maintaining 24 hour emergency response required by SCAQMD's Building Maintenance Manager. Contractor shall initiate remedial action within two (2) hours from the time of notification. Contractor shall notify SCAQMD's Building Maintenance Manager or his designee of the call-out and any action taken within 12 hours of the call-out.
- 1.04 **Protection of Property during Inclement Weather** - During periods of storms, Contractor will provide supervisory inspections of the project during regular assigned hours to prevent or minimize possible damage from inclement weather. Contractor shall report any storm damage to SCAQMD's Building Maintenance Manager or his designee immediately. If remedial work is required beyond the scope of this RFP, it shall be paid for as Extra Work.
- 1.05 **Supervision/Personnel** - Contractor shall assure an experienced and highly-qualified supervisor (approved by SCAQMD's Building Maintenance Manager) be onsite with work crews at all times. The supervisor shall be able to communicate fluently in English, both orally and in writing, and must be knowledgeable of these specifications.
- 1.06 **Project Inspections** - On a monthly basis, Contractor or his representative shall schedule a project walk through with SCAQMD's Building Maintenance Manager or his designee for the purpose of determining compliance with the specifications identified in

the Scope of Work. SCAQMD's Building Maintenance Manager or his designee will provide a list of unfinished or incorrectly completed items by Contractor in compliance with these specifications. Items on the list shall be rectified by Contractor within 14 days of notification.

- 1.07 **Licensing** - Contractor shall have and maintain a valid C-27 contractor's license and pest control operator's license. Contractor shall be licensed by the State of California and registered with the County of Los Angeles as a Pest Control Operator in the categories necessary to perform work under this RFP in compliance with all governmental requirements.
- 1.08 **Green Waste Management and Reporting** - All debris generated during Contractor's operations shall be gathered and disposed of in a legal manner. Contractor shall track the volume of green waste generated within the scope of the contract. A monthly report shall be prepared and be available for review upon request of SCAQMD. This report shall also define the location of disposal, whether the material went to a landfill and/or recycling facility, or if the material was used as a surface mulch either within the project or elsewhere.
- 1.09 **Plant Additions and/or Replacements** - Contractor may be requested to replace damaged or destroyed plant material and to perform remedial work. Such work shall be considered as Extra Work by SCAQMD's Building Maintenance Manager or his designee unless otherwise specified. Exceptions will be replacements required due to Contractor's neglect. All plant replacements shall conform to the varieties approved by SCAQMD's Building Maintenance Manager or his designee prior to installation. All new materials to be installed and labor performed by the Contractor shall be guaranteed by the CONTRACTOR for a period of one year after the completion and acceptance of the work. Exceptions are annual color plantings which shall be covered by the Contractor for a period of three months. No additional Contractor claims of faulty materials or deficient plants will be allowed by SCAQMD.
- 1.10 **Fertilization Schedule** – Contractor shall, at start of contract term, provide SCAQMD's representative a written timeline showing the approximate dates of all scheduled fertilization as specified in Section 3.04 below.

2.00 **Extra Work**

In the event Contractor is requested and agrees to perform Extra Work not otherwise specified in the Scope of Work, the following procedure will govern:

All proposed Extra Work shall be started only after acceptance of Contractor's written estimate and written authorization by SCAQMD's Building Maintenance Manager or his designee. Work shall be executed at a lump-sum price. Extra Work costs shall be based on Contractor's unit cost provided for such work. Increases in labor costs during the term of the contract shall be borne by Contractor.

All irrigation and landscape renovation or repairs may proceed only after SCAQMD's Building Maintenance Manager or his designee's approval of a written estimate and subsequent written authorization.

Extra Work may include, but is not be limited to, the following:

- (a) Replacement of plants due to failures beyond Contractor's control.
- (b) Replacement or repair of broken or damaged sprinkler heads, valves, quick couplers, controllers, etc. when not the result of Contractor negligence
- (c) Soil or plant testing.
- (d) Remedial Landscaping (No changes shall be made to the existing landscape unless so directed in writing by SCAQMD's Building Maintenance Manager or his designee.)
- (e) Repairs or replacements due to vandalism or Acts of God.
- (f) Replacement or installation of annual color.

This RFP does not grant Contractor the exclusive right to said Extra Work.

2.01 Liquidated Damages Schedule Failure

- A. Failure of the Contractor to adhere to schedules may result in damages to SCAQMD. Costs incurred for additional inspections or administration (such as finding an alternate vendor) will result in Liquidated Damages.
- B. Three hundred dollars (\$300.00) shall be deducted from Contractor's next invoice payment for each such schedule failure. These deductions may be assessed on a per day basis or a per event basis, at the discretion of SCAQMD's Building Maintenance Manager or his designee.
- C. SCAQMD shall deduct the amount indicated in Section 2.01B for each such failure should the Contractor fail to adhere to the service schedule.

2.02 Liquidated Damages Performance Failure

- A. Failure of the Contractor to perform per contract specifications may result in damages owed to SCAQMD. Costs incurred for additional inspections or administration (such as finding an alternate vendor) will result in Liquidated Damages. Failure to adhere to performance specifications as defined in this section shall be considered a penalty. Such incurred costs shall be deducted from the Contractor's next invoice.
- B. Continued failure of the Contractor to provide services per contract documents and specifications shall give the SCAQMD the right to deliver the services by other means for said deficiencies and back charge the incumbent Contractor for the incurred costs including administrative costs associated with having the work completed by other means.

- C. The Contractor shall be notified both verbally and in writing (e-mail) each time Contractor performance is unsatisfactory and corrective action is necessary as defined by 2.06a above
- D. The Contractor shall incur \$300.00 liquidated damage per week for failure to complete any seasonal duties per agreed upon schedule until the Contractor completes the task.
- E. The Contractor shall incur \$300.00 liquidated damage penalty for failure to complete any Extra Work of a critical nature such as irrigation mainline repair per requirements of Section 4.02 of this RFP.
- F. SCAQMD shall give notice to the Contractor to terminate the contract thirty (30) days prior to termination if deficiencies continue to occur.

3.00 **Plant Care**

3.01 **Shrub Care**

3.01.1 **Pruning**

- A. Pruning of shrubs shall be performed to attain maximum desired effect or purpose while retaining as much of the natural characteristics or branching as possible.
- B. Shrubs shall be pruned, as required, for safe removal of broken or diseased branches, general containment, or appearance. Remove overly extended sucker type growth back to normal wood throughout the year. Remove low branches which are growing directly into adjacent ground cover. Remove branches which are blocking the effectiveness of landscape lighting fixtures. ***No shrubs shall be pruned or sheared into geometric shapes.***
- C. Natural Shape - The intent is to emphasize the natural form of the shrub. Initially, Contractor will "pinch prune" to keep shrub compact and develop structure. Contractor shall, on an annual basis, remove 25% of old stems to the ground in order to rejuvenate. Contractor shall avoid shearing, as it eliminates flowering wood and destroys character.
- D. Natural Hedge - The intent is to develop a loose, informal appearing hedge which requires only minimal attention to keep in shape and size. Initially, Contractor shall "pinch prune" to keep hedges compact. Allow to fill solid horizontally. This is critical to avoid "legginess."
- E. Formal Hedge - It is the intent that these shrubs have straight crisp edges. Initially, Contractor shall "pinch prune" with shears to encourage the shrubs to fill in.
- F. Pruning at the correct time or year is essential to maximize flowering potential.
- G. After flowering, remove any spent blossoms or flower stalks.

3.01.2 Fertilization

- A. See fertilization section for schedule and specifications Section 3.05.
- B. The following shrubs shall require special feeding with an acid type fertilizer: Azaleas, Gardenias, Ferns, Liriope, Mahonia, and all plants displaying chlorosis shall be fertilized with chelated iron fertilizer.
- C. Due to area soil conditions, supplemental feedings of iron may be required to prevent chlorosis.
- D. Contractor is responsible for applying all materials required to correct mineral deficiencies affecting plant growth.

3.01.3 Weed, Pest, and Disease Control

- A. Contractor shall maintain a weed, pest, and disease-free shrub and shrub-bed at all times.
- B. All shrub areas not under planted with ground cover shall be kept weed free at all times.

3.02 **Vine Care**

3.02.1 Pruning

- A. Vines and espalier plants shall be checked and re-tied monthly.
- B. Do not use nails to secure vines on masonry walls.
- C. Prune all vines using accepted horticultural practices.
- D. Vines shall be pruned and maintained so not to obstruct fixtures, signs, windows, etc. Vines on walls shall be maintained at a height specified by an SCAQMD representative. Do not allow adjacent ground covers, shrubs, and trees to grow into vines. Cut back all overgrown vines horizontally and/or vertically, if directed by the SCAQMD.

3.02.2 Fertilization

- A. Fertilize all vines, a minimum of three (3) times per year or per soils lab recommendation.

3.02.3 Cultivation

- A. Do not cultivate around Azaleas, Ferns, Gardenias, or other plants requiring a high level of air exchange from surface roots. Do not place topsoil on top of roots of such plants.

3.03 Ground Cover Care

3.03.1 General Maintenance

- A. Ground covers shall be inspected weekly; maintenance shall include removal of all debris, including leaves, pine needles, branches and papers.
- B. Weeds shall be removed, as necessary, not allowing Bermuda grass or other noxious weeds to become established in these areas. Remove unintended plants growing from other sources such as volunteer tree shoots, non-conforming ground covers, and Oxalis.

3.03.2 Edging and Trimming

- A. Ground cover adjacent to walkways, curbs, paved areas, buildings, shrubs, trees, and other miscellaneous objects in ground cover areas shall be trimmed, as needed, to maintain a neat, clean, and well-defined condition. Edge ground covers on an angle to avoid the development of vertical sheared surfaces at the boundaries of ground cover areas.
- B. A four (4)-inch to six (6)-inch bare dirt clearance shall be maintained around the circumference of all walls, trees, shrubs, signs, etc., in ground cover areas. Trim to avoid growth into adjacent shrubs.
- C. Trimming of ground cover shall be restricted to removal of only one-third (1/3) of its height during any one trimming.

3.03.3 Cultivate

- A. Cultivate bare areas in established beds, as required, to alleviate compaction and improve water penetration.

3.03.4 Watering

- A. Contractor shall schedule water application to produce a deep-rooted ground cover (i.e., short periods with repeat cycles).
- B. Seasonal adjustments shall be made to water systems.

3.03.5 Weed, Pest, and Disease Control

- A. Contractor shall maintain a weed, pest, rodent, and disease-free ground cover.

3.04 Mulching

Contractor shall provide and install a layer of shredded bark mulch to reduce weed growth, conserve moisture, and improve aesthetics.

This mulch shall be applied in an even layer, approximately three (3) inches in depth and shall be approved by SCAQMD's Building Maintenance Manager or his designee prior to installation. Contractor shall provide three (3) samples for approval by SCAQMD's Building Maintenance Manager or his designee.

3.05 **Fertilizer Application**

3.05.1 Fertilization Program

- A. A fertilization program shall be included by the Contractor in this maintenance contract. All fertilizer products shall be approved by SCAQMD's Building Maintenance Manager or his designee. The frequency of fertilization applications may vary according to the recommendations of soils laboratory reports to be provided by the Contractor. Consult with the SCAQMD prior to fertilization. Plantings less than one year old may require special fertilization.

3.05.2 Ground Cover and Shrub Areas

- A. Fertilize a minimum of two (2) times per year or per soils laboratory recommendations.

3.06 **General Maintenance Care**

- A. All walkways and driveways shall be kept clear of debris resulting from the Contractor's maintenance operations, erosion, runoff from storms, irrigation or wind-blown debris. Drain inlets and catch basins shall be kept clear of any material which may impede water flow or drain lines.
- B. Contractor shall provide a general clean-up operation at least once a week for the purpose of picking up trash or debris which may accumulate from the use of the area, wind-blown debris, dropping of twigs or branches from trees, and leaf litter.
- C. Contractor shall clean and maintain all drainage lines and catch basins as part of this RFP.
- D. Contractor shall keep a one (1)-foot minimum clear buffer zone free of all vegetation and foreign material adjacent to improved properties.
- E. All plantings areas shall be well watered and kept free of debris. Ground cover shall be replaced, as needed, where barren areas have occurred. Leaf litter from trees shall be collected weekly from the entire campus, including: parking lots, sidewalks, shrub beds, and ground cover leaving the areas free of landscape debris. Ground cover replacement required as a result of constant foot traffic in the same location is to be brought to the attention of the SCAQMD Building Maintenance Manager or his designee for alternative means of treatment. Weeds shall be removed weekly from cracks and joints in paved surfaces.
- F. Contractor shall not store material or equipment on the property without prior approval of SCAQMD's Building Maintenance Manager or his designee. All debris accumulated

as a result of Contractor's maintenance operations shall be removed from the site, at no additional cost to the SCAQMD, on a daily basis.

- G. Contractor shall replace, at its expense, any shrubs or trees that die from negligence due to improper watering, fertilizing, or lack of proper maintenance and care.

3.07 **Annual Color Maintenance/Replacement**

- A. Contractor is responsible for watering, as required, to promote optimum growth. Care shall be exercised to prevent eroding of container soil or excess drainage from holes on all color in containers to prevent water on the hardscape. Furnish, install, and maintain all on-going special soil amendments, cultivation, mulch, and fertilization related to annual color usage.
- B. Remove dead or faded blossoms, stems, foliage, and trash weekly to encourage continued blooming and maintain a neat appearance.
- C. Contractor shall maintain rodent-free, weed-free and pest-free color beds.
- D. Apply pesticides, as required, to control and prevent disease. Fertilize regularly with a fertilizer formulated especially for annual color plants.
- E. Seasonal color will be replaced a minimum of two (2) to four (4) times per year or at the discretion of SCAQMD's Building Maintenance Manager or his designee.
- F. Color beds shall not be void of plant material at any time. Replacement plants must be the same type as what was previously in color beds or others as specified by SCAQMD's Building Maintenance Manager or his designee.
- G. Any color plants, which must be removed due to disease or other maintenance problems, will be replaced immediately at the Contractor's expense. SCAQMD will absorb costs of color replacement due to vandalism or Acts of God.
- H. All annual color plantings shall be four (4)-inch pot size with blossoms on as much of the plants as possible. Any deviations from these specifications must be reviewed and approved by SCAQMD's Building Maintenance Manager or his designee. All plants shall be in very early bloom for maximum length of flowering.
- I. The installation must be inspected by SCAQMD's Building Maintenance Manager or his designee and Contractor within 24 hours of installation. If the installation is not approved by SCAQMD's Building Maintenance Manager or his designee, necessary improvements must be made within three (3) working days.
- J. There will be a seven (7)-day grace period beginning immediately after approval. The party installing the material will be responsible for the replacement due to disease, insect damage, or poor planting practices during the grace period. Contractor will be responsible for replacement of color immediately after the grace period with the exception of vandalism or Acts of God.

3.08 **Insects, Rodents, Pests, and Disease Control**

- A. Contractor shall be responsible for detecting and eliminating disease, insects and/or rodent infestations in all landscape areas, using materials and methods non-injurious to the desired plants or humans.
- B. Contractor shall replace, at its expense, any shrubs or trees that die due to negligence in the control of insects, pests, weeds, rodents, and disease.
- C. All pesticides, fungicides, and herbicides shall only be applied, as needed, per recommendation by licensed pest control applicator to project areas at the expense of Contractor.

4.00 **Irrigation System Maintenance**

- A. Contractor shall provide an irrigation system repairman with a stocked truck and shall be available during the full term of the contract, as required, to properly maintain and repair all project irrigation systems.
- B. Contractor is to adjust its watering schedule equal to the percolation rate each area is capable of receiving based on topography, soil type, plant material, season or climatic factors.
- C. Contractor must utilize repeat cycle on controller to eliminate excessive runoff.
- D. Hours of scheduled irrigation operation will be programmed to minimize disease occurrence of plant material.
- E. Schedule irrigation operation to reduce possible nuisance from sprinkler operation to pedestrians or vehicles.
- F. Watering schedule shall be from 9:00 p.m. to 6:00 a.m. with the possible exception of new landscape installations. Any exceptions must be approved by SCAQMD's Building Maintenance Manager or his designee.
- G. Contractor shall perform preventative maintenance testing on a monthly basis and provide SCAQMD's Building Maintenance Manager or his designee an accurate report of all irrigation repair monthly. Contractor must test and/or perform routine service on the irrigation booster pump.

4.01 **Operation of System**

- A. Contractor shall adjust and clean all sprinkler heads, valves, and pressure reducers for continued operation at maximum efficiency and performance. Contractor will make adjustments to prevent overspray into areas not intended to be irrigated by particular groups of sprinklers.

- B. Contractor will be responsible for trimming and making necessary adjustments to riser height as growth rates indicate to allow for proper coverage.
- C. Contractor will be responsible for hand watering any areas not provided with an irrigation system or areas where the irrigation system is inoperable to promote optimum growth. Watering due to utility shut off will be an extra charge. Care shall be utilized in hand watering.
- D. Contractor shall be responsible for keeping interiors of valve boxes clear of excess soil build up and insect infestation and keeping all valve boxes firmly in place in the proper relationship with adjacent ground surfaces.

4.02 **Repairs**

- A. All repairs made by Contractor will be in accordance with the original irrigation plan or as directed by SCAQMD's Building Maintenance Manager or his designee. Contractor shall replace all damaged or missing remote valve and quick coupler valve box lids immediately once noticed by the Contractor or his crew, or once notified by the Building Maintenance Manager or his designee. Substitution will be allowed only with SCAQMD Building Maintenance Manager or his designee's written approval.
- B. Replacement or repair of damage to the irrigation system shall be paid as extra work except to the extent the damage is caused by Contractor.
- C. Repairs due to vandalism or truck damage shall be brought immediately to the attention of SCAQMD's Building Maintenance Manager or his designee prior to repairs being completed and shall be billed accordingly.
- D. All malfunctions deemed to be the fault of materials or workmanship covered under installation guarantee shall be reported immediately to SCAQMD's Building Maintenance Manager or his designee and necessary repairs made.
- E. Contractor must maintain an accurate up-to-date log of all irrigation repairs, stating date, specific location, and nature of repair. This log shall be furnished to SCAQMD on a quarterly basis.

5.00 **Interior Trees**

Contractor shall be responsible for manually watering trees and bamboo palm in tree wells in the interior lobby of the building. Contractor shall determine how much irrigation is required and shall apply water accordingly using a bucket or portable tank. Irrigation shall be fresh, domestic water. Any plant disease or infestation observed during watering shall be immediately be reported to the SCAQMD's Building Maintenance Manager or his designee.

5.01 **Interior Container Plant Maintenance**

Interior container plant maintenance is not included in this RFP.

SECTION XI: COST PROPOSAL**SUMMARY OF COSTS**

Contractor Name: _____

Address: _____

City: _____ Zip Code: _____

Labor Cost Schedule

- a. Landscape Laborer hours per month _____ Rate per hour: _____
- b. Landscape Irrigator hours per month _____ Rate per hour: _____
- c. Landscape Supervisor hours per month _____ Rate per hour: _____

	Year 1	Year 2	Year 3
d. Landscape Laborer Cost	\$_____	\$_____	\$_____
e. Landscape Irrigator Cost	\$_____	\$_____	\$_____
f. Landscape Supervisor Cost	\$_____	\$_____	\$_____

Summary

	Year 1	Year 2	Year 3
a. Total project labor cost	\$_____	\$_____	\$_____
b. Total project supply costs	\$_____	\$_____	\$_____

(All inclusive, e.g., all labor, materials, tools, equipment, transportation, hauling, dumping, fertilizers, chemicals including insecticides, fungicides, herbicides, soil additives, amendments, etc., and other items needed to preform landscape maintenance work as directed)

c. Contingency \$ 5,000.00 \$ 5,000.00 \$ 5,000.00

d. **SUBTOTAL PROJECT** \$_____ \$_____ \$_____

e. **COMBINED PROJECT COST** \$_____

PROJECT LANDSCAPE AND IRRIGATION EXTRA WORK UNIT COSTS

EXTRA WORK LABOR UNIT COSTS

Landscape laborer hourly cost	\$_____
Landscape irrigator hourly cost	\$_____
Landscape supervisor hourly cost	\$_____

PLANT MATERIAL UNIT COSTS.

All planting to include labor to install and water in material; inclusion of plant tabs is required.

1- gallon shrub	\$_____ each
5- gallon shrub	\$_____ each
15- gallon shrub	\$_____ each
5-gallon tree with all hardware	\$_____ each
15-gallon tree with all hardware	\$_____ each
24" box tree with all hardware	\$_____ each
Flatted ground cover (from flats)	\$_____ each

IRRIGATION UNIT COSTS

The cost basis for all extra work shall be with material and labor supplied.

1. REMOTE CONTROL VALVE R & R RAINBIRD PESB SERIES (for reclaimed water)

$\frac{3}{4}$ "	\$_____
1"	\$_____
1-1/4"	\$_____
1-1/2"	\$_____
2"	\$_____

2. REPAIR PVC MAINLINES EACH (CL 315 OR SCH. 40 < 2" OD for reclaimed water)

Assume main is not under hardscape and is +/- 24" deep, to include labor and fittings.
Unusual repairs can be negotiated.

1½" \$ _____

2" \$ _____

2½" \$ _____

3. REPOSITION OR REPLACEMENT OF BOXES/VAULTS (for reclaimed water)

Raise valve boxes, fill soil to grade surrounding valve box

\$ _____

Replace valve box, rectangular 11" X 17"

\$ _____

Replace valve box, 9" round

\$ _____

4. REPLACE SPRINKLERS AND REQUIRED PVC/MARLEX PARTS

(All sprinkler heads utilized shall be for reclaimed water)

Rain Bird 1806 PRS SAM \$ _____

Rain Bird 1812 PRS SAM \$ _____

Rain Bird 1800 series Plastic Nozzle \$ _____

Rain Bird 1800 series "Rotator" spray nozzle \$ _____

Hunter PGP – Fixed Shrub Rotor \$ _____

Hunter PGP - Pop-up 12" Rotor \$ _____

Hunter PGM - Fixed Shrub Rotor \$ _____

Date:_____

To: South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765
Attention: Procurement Manager

Subject: Landscape Maintenance Services

Based on the cost breakdown, the undersigned, having carefully examined SCAQMD's specifications attached hereto, hereby proposes and agrees to furnish all necessary labor, materials, equipment, and any other incidentals necessary to provide landscape maintenance service in the strict conformity with SCAQMD's specifications for the stipulated combined three (3) year contract

\$_____ **Dollars**

(\$_____)

The above pricing is all-inclusive as described in the Scope of Work and any extra work shall be charged separately. If this proposal is accepted by SCAQMD, the undersigned agrees to execute a contract for work to be accomplished under this proposal and to provide evidence of required Worker's Compensation Insurance and general and auto liability insurance as described in provision 9 of the draft contract.

Proposer's name:

Proposer's Address:

Authorized Signature:

Title:

REFERENCES

Please provide five client references for which your company provides services to similar to the scope of services described in this RFP.

1.	<u>Company Name:</u>	
	<u>Address:</u>	
	<u>Contact Person:</u>	
	<u>Phone Number:</u>	<u>Fax Number:</u>
	<u>Cell Number:</u>	<u>E-mail address:</u>
2.	<u>Company Name:</u>	
	<u>Address:</u>	
	<u>Contact Person:</u>	
	<u>Phone Number:</u>	<u>Fax Number:</u>
	<u>Cell Number:</u>	<u>E-mail address:</u>
3.	<u>Company Name:</u>	
	<u>Address:</u>	
	<u>Contact Person:</u>	
	<u>Phone Number:</u>	<u>Fax Number:</u>
	<u>Cell Number:</u>	<u>E-mail address:</u>
4.	<u>Company Name:</u>	
	<u>Address:</u>	
	<u>Contact Person:</u>	
	<u>Phone Number:</u>	<u>Fax Number:</u>
	<u>Cell Number:</u>	<u>E-mail address:</u>
5.	<u>Company Name:</u>	
	<u>Address:</u>	
	<u>Contact Person:</u>	
	<u>Phone Number:</u>	<u>Fax Number:</u>
	<u>Cell Number:</u>	<u>E-mail address:</u>

SECTION XII: SAMPLE CONTRACT

A sample contract to carry out the work described in this RFP is available on SCAQMD's website at <http://www.aqmd.gov/grants-bids> or upon request from the RFP Contact Person (Section II).

ATTACHMENT A

PARTICIPATION IN THE PROCUREMENT PROCESS

A. It is the policy of South Coast Air Quality Management District (SCAQMD) to ensure that all businesses including minority business enterprises, women business enterprises, disabled veteran business enterprises and small businesses have a fair and equitable opportunity to compete for and participate in SCAQMD contracts.

B. Definitions:

The definition of minority, women or disadvantaged business enterprises set forth below is included for purposes of determining compliance with the affirmative steps requirement described in Paragraph G below on procurements funded in whole or in part with federal grant funds which involve the use of subcontractors. The definition provided for disabled veteran business enterprise, local business, small business enterprise, low-emission vehicle business and off-peak hours delivery business are provided for purposes of determining eligibility for point or cost considerations in the evaluation process.

1. "Women business enterprise" (WBE) as used in this policy means a business enterprise that meets all of the following criteria:
 - a. a business that is at least 51 percent owned by one or more women, or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more women.
 - b. a business whose management and daily business operations are controlled by one or more women.
 - c. a business which is a sole proprietorship, corporation, or partnership with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign-based business.
2. "Disabled veteran" as used in this policy is a United States military, naval, or air service veteran with at least 10 percent service-connected disability who is a resident of California.
3. "Disabled veteran business enterprise" (DVBE) as used in this policy means a business enterprise that meets all of the following criteria:
 - a. is a sole proprietorship or partnership of which at least 51 percent is owned by one or more disabled veterans or, in the case of a publicly owned business, at least 51 percent of its stock is owned by one or more disabled veterans; a subsidiary which is wholly owned by a parent corporation but only if at least 51 percent of the voting stock of the parent corporation is owned by one or more disabled veterans; or a joint venture in which at least 51 percent of the joint venture's management and control and earnings are held by one or more disabled veterans.

- b. the management and control of the daily business operations are by one or more disabled veterans. The disabled veterans who exercise management and control are not required to be the same disabled veterans as the owners of the business.
 - c. is a sole proprietorship, corporation, or partnership with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm, or other foreign-based business.
- 4. "Local business" as used in this policy means a company that has an ongoing business within geographical boundaries of SCAQMD at the time of bid or proposal submittal and performs 90% of the work related to the contract within the geographical boundaries of SCAQMD and satisfies the requirements of subparagraph H below. Proposals for legislative representation, such as in Sacramento, California or Washington D.C. are not eligible for local business incentive points.
- 5. "Small business" as used in this policy means a business that meets the following criteria:
 - a. 1) an independently owned and operated business; 2) not dominant in its field of operation; 3) together with affiliates is either:
 - A service, construction, or non-manufacturer with 100 or fewer employees, and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, or
 - A manufacturer with 100 or fewer employees.
 - b. Manufacturer means a business that is both of the following:
 - 1) Primarily engaged in the chemical or mechanical transformation of raw materials or processed substances into new products.
 - 2) Classified between Codes 311000 and 339000, inclusive, of the North American Industrial Classification System (NAICS) Manual published by the United States Office of Management and Budget, 2007 edition.
- 6. "Joint ventures" as defined in this policy pertaining to certification means that one party to the joint venture is a DVBE or small business and owns at least 51 percent of the joint venture.
- 7. "Low-Emission Vehicle Business" as used in this policy means a company or contractor that uses low-emission vehicles in conducting deliveries to SCAQMD. Low-emission vehicles include vehicles powered by electric, compressed natural gas (CNG), liquefied natural gas (LNG), liquefied petroleum gas (LPG), ethanol, methanol, hydrogen and diesel retrofitted with particulate matter (PM) traps.

8. "Off-Peak Hours Delivery Business" as used in this policy means a company or contractor that commits to conducting deliveries to SCAQMD during off-peak traffic hours defined as between 10:00 a.m. and 3:00 p.m.
9. "Benefits Incentive Business" as used in this policy means a company or contractor that provides janitorial, security guard or landscaping services to SCAQMD and commits to providing employee health benefits (as defined below in Section VIII.D.2.d) for full time workers with affordable deductible and co-payment terms.
10. "Minority Business Enterprise" as used in this policy means a business that is at least 51 percent owned by one or more minority person(s), or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more or minority persons.
 - a. a business whose management and daily business operations are controlled by one or more minority persons.
 - b. a business which is a sole proprietorship, corporation, or partnership with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign-based business.
 - c. "Minority person" for purposes of this policy, means a Black American, Hispanic American, Native-American (including American Indian, Eskimo, Aleut, and Native Hawaiian), Asian-Indian (including a person whose origins are from India, Pakistan, and Bangladesh), Asian-Pacific-American (including a person whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, and Taiwan).
11. "Most Favored Customer" as used in this policy means that the SCAQMD will receive at least as favorable pricing, warranties, conditions, benefits and terms as other customers or clients making similar purchases or receiving similar services.
12. "Disadvantaged Business Enterprise" as used in this policy means a business that is an entity owned and/or controlled by a socially and economically disadvantaged individual(s) as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note) (10% statute), and Public Law 102-389 (42 U.S.C. 4370d)(8% statute), respectively;
 - a Small Business Enterprise (SBE);
 - a Small Business in a Rural Area (SBRA);
 - a Labor Surplus Area Firm (LSAF); or
 - a Historically Underutilized Business (HUB) Zone Small Business Concern, or a concern under a successor program.

C. Under Request for Quotations (RFQ), DVBEs, DVBE business joint ventures, small businesses, and small business joint ventures shall be granted a preference in an amount equal to 5% of the lowest cost responsive bid. Low-Emission Vehicle Businesses shall be granted a preference in an amount equal to 5 percent of the lowest cost responsive bid.

Off-Peak Hours Delivery Businesses shall be granted a preference in an amount equal to 2 percent of the lowest cost responsive bid. Local businesses (if the procurement is not funded in whole or in part by federal grant funds) shall be granted a preference in an amount equal to 2% of the lowest cost responsive bid. Businesses offering Most Favored Customer status shall be granted a preference in an amount equal to 2 percent of the lowest cost responsive bid.

- D. Under Request for Proposals, DVBEs, DVBE joint ventures, small businesses, and small business joint ventures shall be awarded ten (10) points in the evaluation process. A non-DVBE or large business shall receive seven (7) points for subcontracting at least twenty-five (25%) of the total contract value to a DVBE and/or small business. Low-Emission Vehicle Businesses shall be awarded five (5) points in the evaluation process. On procurements which are not funded in whole or in part by federal grant funds local businesses shall receive five (5) points. Off-Peak Hours Delivery Businesses shall be awarded two (2) points in the evaluation process. Businesses offering Most Favored Customer status shall be awarded two (2) points in the evaluation process.
- E. SCAQMD will ensure that discrimination in the award and performance of contracts does not occur on the basis of race, color, sex, national origin, marital status, sexual preference, creed, ancestry, medical condition, or retaliation for having filed a discrimination complaint in the performance of SCAQMD contractual obligations.
- F. SCAQMD requires Contractor to be in compliance with all state and federal laws and regulations with respect to its employees throughout the term of any awarded contract, including state minimum wage laws and OSHA requirements.
- G. When contracts are funded in whole or in part by federal funds, and if subcontracts are to be let, the Contractor must comply with the following, evidencing a good faith effort to solicit disadvantaged businesses. Contractor shall submit a certification signed by an authorized official affirming its status as a MBE or WBE, as applicable, at the time of contract execution. SCAQMD reserves the right to request documentation demonstrating compliance with the following good faith efforts prior to contract execution.
 - 1. Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 - 2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
 - 3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and Local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
 5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
 6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.
- H. To the extent that any conflict exists between this policy and any requirements imposed by federal and state law relating to participation in a contract by a certified MBE/WBE/DVBE as a condition of receipt of federal or state funds, the federal or state requirements shall prevail.
- I. When contracts are not funded in whole or in part by federal grant funds, a local business preference will be awarded. For such contracts that involve the purchase of commercial off-the-shelf products, local business preference will be given to suppliers or distributors of commercial off-the-shelf products who maintain an ongoing business within the geographical boundaries of SCAQMD. However, if the subject matter of the RFP or RFQ calls for the fabrication or manufacture of custom products, only companies performing 90% of the manufacturing or fabrication effort within the geographical boundaries of SCAQMD shall be entitled to the local business preference. Proposals for legislative representation, such as in Sacramento, California or Washington D.C. are not eligible for local business incentive points.
- J. In compliance with federal fair share requirements set forth in 40 CFR Part 33, SCAQMD shall establish a fair share goal annually for expenditures with federal funds covered by its procurement policy.

ATTACHMENT B



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

Business Information Request

Dear SCAQMD Contractor/Supplier:

South Coast Air Quality Management District (SCAQMD) is committed to ensuring that our contractor/supplier records are current and accurate. If your firm is selected for award of a purchase order or contract, it is imperative that the information requested herein be supplied in a timely manner to facilitate payment of invoices. In order to process your payments, we need the enclosed information regarding your account. **Please review and complete the information identified on the following pages, remember to sign all documents for our files, and return them as soon as possible to the address below:**

**Attention: Accounts Payable, Accounting Department
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178**

If you do not return this information, we will not be able to establish you as a vendor. This will delay any payments and would still necessitate your submittal of the enclosed information to our Accounting department before payment could be initiated. Completion of this document and enclosed forms would ensure that your payments are processed timely and accurately.

If you have any questions or need assistance in completing this information, please contact Accounting at (909) 396-3777. We appreciate your cooperation in completing this necessary information.

Sincerely,

Sujata Jain
Asst. Deputy Executive Officer
Finance

DH:tm

Enclosures: Business Information Request
Disadvantaged Business Certification
W-9
Form 590 Withholding Exemption Certificate
Federal Contract Debarment Certification
Campaign Contributions Disclosure
Direct Deposit Authorization

pREV 1/18



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178

(909) 396-2000 • www.aqmd.gov

BUSINESS INFORMATION REQUEST

Business Name	
Division of	
Subsidiary of	
Website Address	
Type of Business <i>Check One:</i>	<input type="checkbox"/> Individual <input type="checkbox"/> DBA, Name _____, County Filed in _____ <input type="checkbox"/> Corporation, ID No. _____ <input type="checkbox"/> LLC/LLP, ID No. _____ <input type="checkbox"/> Other _____

REMITTING ADDRESS INFORMATION

Address			
City/Town			
State/Province		Zip	
Phone	() - Ext	Fax	() -
Contact		Title	
E-mail Address			
Payment Name if Different			

All invoices must reference the corresponding Purchase Order Number(s)/Contract Number(s) if applicable and mailed to:

**Attention: Accounts Payable, Accounting Department
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178**

BUSINESS STATUS CERTIFICATIONS

Federal guidance for utilization of disadvantaged business enterprises allows a vendor to be deemed a small business enterprise (SBE), minority business enterprise (MBE) or women business enterprise (WBE) if it meets the criteria below.

- is certified by the Small Business Administration or
- is certified by a state or federal agency or
- is an independent MBE(s) or WBE(s) business concern which is at least 51 percent owned and controlled by minority group member(s) who are citizens of the United States.

Statements of certification:

As a prime contractor to SCAQMD, (name of business) will engage in good faith efforts to achieve the fair share in accordance with 40 CFR Section 33.301, and will follow the six affirmative steps listed below **for contracts or purchase orders funded in whole or in part by federal grants and contracts.**

1. Place qualified SBEs, MBEs, and WBEs on solicitation lists.
2. Assure that SBEs, MBEs, and WBEs are solicited whenever possible.
3. When economically feasible, divide total requirements into small tasks or quantities to permit greater participation by SBEs, MBEs, and WBEs.
4. Establish delivery schedules, if possible, to encourage participation by SBEs, MBEs, and WBEs.
5. Use services of Small Business Administration, Minority Business Development Agency of the Department of Commerce, and/or any agency authorized as a clearinghouse for SBEs, MBEs, and WBEs.
6. If subcontracts are to be let, take the above affirmative steps.

Self-Certification Verification: Also for use in awarding additional points, as applicable, in accordance with SCAQMD Procurement Policy and Procedure:

Check all that apply:

- | | |
|---|--|
| <input type="checkbox"/> Small Business Enterprise/Small Business Joint Venture | <input type="checkbox"/> Women-owned Business Enterprise |
| <input type="checkbox"/> Local business | <input type="checkbox"/> Disabled Veteran-owned Business Enterprise/DVBE Joint Venture |
| <input type="checkbox"/> Minority-owned Business Enterprise | <input type="checkbox"/> Most Favored Customer Pricing Certification |

Percent of ownership: _____ %

Name of Qualifying Owner(s): _____

State of California Public Works Contractor Registration No. _____. MUST BE INCLUDED IF BID PROPOSAL IS FOR PUBLIC WORKS PROJECT.

I, the undersigned, hereby declare that to the best of my knowledge the above information is accurate. Upon penalty of perjury, I certify information submitted is factual.

NAME

TITLE

TELEPHONE NUMBER

DATE

Definitions

Disabled Veteran-Owned Business Enterprise means a business that meets all of the following criteria:

- is a sole proprietorship or partnership of which is at least 51 percent owned by one or more disabled veterans, or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more disabled veterans; a subsidiary which is wholly owned by a parent corporation but only if at least 51 percent of the voting stock of the parent corporation is owned by one or more disabled veterans; or a joint venture in which at least 51 percent of the joint venture's management and control and earnings are held by one or more disabled veterans.
- the management and control of the daily business operations are by one or more disabled veterans. The disabled veterans who exercise management and control are not required to be the same disabled veterans as the owners of the business.
- is a sole proprietorship, corporation, partnership, or joint venture with its primary headquarters office located in the United States and which is not a branch or subsidiary of a foreign corporation, firm, or other foreign-based business.

Joint Venture means that one party to the joint venture is a DVBE and owns at least 51 percent of the joint venture. In the case of a joint venture formed for a single project this means that DVBE will receive at least 51 percent of the project dollars.

Local Business means a business that meets all of the following criteria:

- has an ongoing business within the boundary of SCAQMD at the time of bid application.
- performs 90 percent of the work within SCAQMD's jurisdiction.

Minority-Owned Business Enterprise means a business that meets all of the following criteria:

- is at least 51 percent owned by one or more minority persons or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons.
- is a business whose management and daily business operations are controlled or owned by one or more minority person.
- is a business which is a sole proprietorship, corporation, partnership, joint venture, an association, or a cooperative with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign business.

“Minority” person means a Black American, Hispanic American, Native American (including American Indian, Eskimo, Aleut, and Native Hawaiian), Asian-Indian American (including a person whose origins are from India, Pakistan, or Bangladesh), Asian-Pacific American (including a person whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, or Taiwan).

Small Business Enterprise means a business that meets the following criteria:

- a. 1) an independently owned and operated business; 2) not dominant in its field of operation; 3) together with affiliates is either:
 - **A service, construction, or non-manufacturer with 100 or fewer employees, and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, or**
 - A manufacturer with 100 or fewer employees.
- b. Manufacturer means a business that is both of the following:
 - 1) Primarily engaged in the chemical or mechanical transformation of raw materials or processed substances into new products.
 - 2) Classified between Codes 311000 to 339000, inclusive, of the North American Industrial Classification System (NAICS) Manual published by the United States Office of Management and Budget, 2007 edition.

Small Business Joint Venture means that one party to the joint venture is a Small Business and owns at least 51 percent of the joint venture. In the case of a joint venture formed for a single project this means that the Small Business will receive at least 51 percent of the project dollars.

Women-Owned Business Enterprise means a business that meets all of the following criteria:

- is at least 51 percent owned by one or more women or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more women.
- is a business whose management and daily business operations are controlled or owned by one or more women.
- is a business which is a sole proprietorship, corporation, partnership, or a joint venture, with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign business.

Most Favored Customer as used in this policy means that the SCAQMD will receive at least as favorable pricing, warranties, conditions, benefits and terms as other customers or clients making similar purchases or receiving similar services.

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

2018 Withholding Exemption Certificate**590**

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name _____

Payee Information

Name _____

☐ SSN or ITIN ☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.

Address (apt./sta., room, PO box, or PMB no.) _____

City (if you have a foreign address, see instructions.) _____

State _____

ZIP code _____

Exemption Reason**Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov/forms and search for 1131. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title _____ Telephone (____) _____

Payee's signature ► _____ Date _____

2017 Instructions for Form 590

Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

General Information

Registered Domestic Partners (RDP) – For purposes of California income tax, references to a spouse, husband, or wife also refer to a Registered Domestic Partner (RDP) unless otherwise specified. For more information on RDPs, get FTB Pub. 737, Tax Information for Registered Domestic Partners.

A Purpose

Use Form 590, Withholding Exemption Certificate, to certify an exemption from nonresident withholding.

Form 590 does not apply to payments of backup withholding. For more information, go to ftb.ca.gov and search for **backup withholding**.

Form 590 does not apply to payments for wages to employees. Wage withholding is administered by the California Employment Development Department (EDD). For more information, go to edd.ca.gov or call 888.745.3886.

Do not use Form 590 to certify an exemption from withholding if you are a **Seller of California real estate**. Sellers of California real estate use Form 593-C, Real Estate Withholding Certificate, to claim an exemption from the real estate withholding requirement.

The following are excluded from withholding and completing this form:

- The United States and any of its agencies or instrumentalities.
- A state, a possession of the United States, the District of Columbia, or any of its political subdivisions or instrumentalities.
- A foreign government or any of its political subdivisions, agencies, or instrumentalities.

B Income Subject to Withholding

California Revenue and Taxation Code (R&TC) Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of California.

Withholding is required on the following, but is not limited to:

- Payments to nonresidents for services rendered in California.
- Distributions of California source income made to domestic nonresident partners, members, and S corporation shareholders and allocations of California source income made to foreign partners and members.
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business.
- Payments to nonresidents for royalties from activities sourced to California.

- Distributions of California source income to nonresident beneficiaries from an estate or trust.
- Endorsement payments received for services performed in California.
- Prizes and winnings received by nonresidents for contests in California.

However, withholding is optional if the total payments of California source income are \$1,500 or less during the calendar year.

For more information on withholding get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines. To get a withholding publication, see Additional Information.

C Who Certifies this Form

Form 590 is certified by the payee. California residents or entities exempt from the withholding requirement should complete Form 590 and submit it to the withholding agent before payment is made. The withholding agent is then relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless notified by the Franchise Tax Board (FTB) that the form should not be relied upon.

An incomplete certificate is invalid and the withholding agent should not accept it. If the withholding agent receives an incomplete certificate, the withholding agent is required to withhold tax on payments made to the payee until a valid certificate is received. In lieu of a completed exemption certificate, the withholding agent may accept a letter from the payee as a substitute explaining why they are not subject to withholding. The letter must contain all the information required on the certificate in similar language, including the under penalty of perjury statement and the payee's taxpayer identification number (TIN). The withholding agent must retain a copy of the certificate or substitute for at least five years after the last payment to which the certificate applies, and provide it upon request to the FTB.

If an entertainer (or the entertainer's business entity) is paid for a performance, the entertainer's information must be provided. **Do not** submit the entertainer's agent or promoter information.

The grantor of a grantor trust shall be treated as the payee for withholding purposes. Therefore, if the payee is a grantor trust and one or more of the grantors is a nonresident, withholding is required. If all of the grantors on the trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled "Individuals — Certification of Residency."

D Definitions

For California nonwage withholding purposes, **nonresident** includes all of the following:

- Individuals who are not residents of California.
- Corporations not qualified through the California Secretary of State (CA SOS) to do business in California or having no permanent place of business in California.
- Partnerships or limited liability companies (LLCs) with no permanent place of business in California.
- Any trust without a resident grantor, beneficiary, or trustee, or estates where the decedent was not a California resident.

Foreign refers to non-U.S.

For more information about determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status. Military servicemembers have special rules for residency. For more information, get FTB Pub. 1032, Tax Information for Military Personnel.

Permanent Place of Business:

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or it has qualified through the CA SOS to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

E Military Spouse Residency Relief Act (MSRRA)

Generally, for tax purposes you are considered to maintain your existing residence or domicile. If a military servicemember and nonmilitary spouse have the same state of domicile, the MSRRA provides:

- A spouse shall not be deemed to have lost a residence or domicile in any state solely by reason of being absent to be with the servicemember serving in compliance with military orders.
- A spouse shall not be deemed to have acquired a residence or domicile in any other state solely by reason of being there to be with the servicemember serving in compliance with military orders.

Domicile is defined as the one place:

- Where you maintain a true, fixed, and permanent home.
- To which you intend to return whenever you are absent.

A military servicemember's nonmilitary spouse is considered a nonresident for tax purposes if the servicemember and spouse have the same domicile outside of California and the spouse is in California solely to be with the servicemember who is serving in compliance with Permanent Change of Station orders.

California may require nonmilitary spouses of military servicemembers to provide proof that they meet the criteria for California personal income tax exemption as set forth in the MSRRRA.

Income of a military servicemember's nonmilitary spouse for services performed in California is not California source income subject to state tax if the spouse is in California to be with the servicemember serving in compliance with military orders, and the servicemember and spouse have the same domicile in a state other than California.

For additional information or assistance in determining whether the applicant meets the MSRRRA requirements, get FTB Pub. 1032.

Specific Instructions

Payee Instructions

Enter the withholding agent's name.

Enter the payee's information, including the TIN and check the appropriate TIN box.

You must provide a valid TIN as requested on this form. The following are acceptable TINs: social security number (SSN); individual taxpayer identification number (ITIN); federal employer identification number (FEIN); California corporation number (CA Corp no.); or CA SOS file number.

Private Mail Box (PMB) – Include the PMB in the address field. Write "PMB" first, then the box number. Example: 111 Main Street PMB 123.

Foreign Address – Follow the country's practice for entering the city, county, province, state, country, and postal code, as applicable, in the appropriate boxes. **Do not** abbreviate the country name.

Exemption Reason – Check the box that reflects the reason why the payee is exempt from the California income tax withholding requirement.

Withholding Agent Instructions

Do not send this form to the FTB. The withholding agent retains this form for a minimum of five years or until the payee's status changes, and must provide this form to the FTB upon request.

The payee must notify the withholding agent if any of the following situations occur:

- The individual payee becomes a nonresident.
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California.

- The partnership ceases to have a permanent place of business in California.
- The LLC ceases to have a permanent place of business in California.
- The tax-exempt entity loses its tax-exempt status.

If any of these situations occur, then withholding may be required. For more information, get Form 592, Resident and Nonresident Withholding Statement, Form 592-B, Resident and Nonresident Withholding Tax Statement, and Form 592-V, Payment Voucher for Resident and Nonresident Withholding.

Additional Information

Website: For more information go to ftb.ca.gov and search for **nonwage**.

MyFTB offers secure online tax account information and services. For more information and to register, go to ftb.ca.gov and search for **myftb**.

Telephone: 888.792.4900 or 916.845.4900, Withholding Services and Compliance phone service

Fax: 916.845.9512

Mail: WITHHOLDING SERVICES AND COMPLIANCE MS F182
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0651

For questions unrelated to withholding, or to download, view, and print California tax forms and publications, or to access the TTY/TDD numbers, see the information below.

Internet and Telephone Assistance

Website: ftb.ca.gov

Telephone: 800.852.5711 from within the United States
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

Asistencia Por Internet y Teléfono

Sitio web: ftb.ca.gov

Teléfono: 800.852.5711 dentro de los Estados Unidos
916.845.6500 fuera de los Estados Unidos

TTY/TDD: 800.822.6268 para personas con discapacidades auditivas o de habla

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them or commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative Date

☐ I am unable to certify to the above statements. My explanation is attached.



CAMPAIGN CONTRIBUTIONS DISCLOSURE

In accordance with California law, bidders and contracting parties are required to disclose, at the time the application is filed, information relating to any campaign contributions made to South Coast Air Quality Management District (SCAQMD) Board Members or members/alternates of the MSRC, including: the name of the party making the contribution (which includes any parent, subsidiary or otherwise related business entity, as defined below), the amount of the contribution, and the date the contribution was made. 2 C.C.R. §18438.8(b).

California law prohibits a party, or an agent, from making campaign contributions to SCAQMD Governing Board Members or members/alternates of the Mobile Source Air Pollution Reduction Review Committee (MSRC) of more than \$250 while their contract or permit is pending before SCAQMD; and further prohibits a campaign contribution from being made for three (3) months following the date of the final decision by the Governing Board or the MSRC on a donor's contract or permit. Gov't Code §84308(d). For purposes of reaching the \$250 limit, the campaign contributions of the bidder or contractor plus contributions by its parents, affiliates, and related companies of the contractor or bidder are added together. 2 C.C.R. §18438.5.

In addition, SCAQMD Board Members or members/alternates of the MSRC must abstain from voting on a contract or permit if they have received a campaign contribution from a party or participant to the proceeding, or agent, totaling more than \$250 in the 12-month period prior to the consideration of the item by the Governing Board or the MSRC. Gov't Code §84308(c).

The list of current SCAQMD Governing Board Members can be found at SCAQMD website (www.aqmd.gov). The list of current MSRC members/alternates can be found at the MSRC website (<http://www.cleantransportationfunding.org>).

SECTION I.

Contractor (Legal Name): _____

DBA, Name _____, County Filed in _____

Corporation, ID No. _____

LLC/LLP, ID No. _____

List any parent, subsidiaries, or otherwise affiliated business entities of Contractor:
(See definition below).

SECTION II.

Has Contractor and/or any parent, subsidiary, or affiliated company, or agent thereof, made a campaign contribution(s) totaling \$250 or more in the aggregate to a current member of the South Coast Air Quality Management Governing Board or member/alternate of the MSRC in the 12 months preceding the date of execution of this disclosure?

☐ Yes ☐ No **If YES, complete Section II below and then sign and date the form.
If NO, sign and date below. Include this form with your submittal.**
Campaign Contributions Disclosure, *continued*:

Name of Contributor _____

_____	_____	_____
Governing Board Member or MSRC Member/Alternate	Amount of Contribution	Date of Contribution

Name of Contributor _____

_____	_____	_____
Governing Board Member or MSRC Member/Alternate	Amount of Contribution	Date of Contribution

Name of Contributor _____

_____	_____	_____
Governing Board Member or MSRC Member/Alternate	Amount of Contribution	Date of Contribution

Name of Contributor _____

_____	_____	_____
Governing Board Member or MSRC Member/Alternate	Amount of Contribution	Date of Contribution

I declare the foregoing disclosures to be true and correct.

By: _____

Title: _____

Date: _____

DEFINITIONS

Parent, Subsidiary, or Otherwise Related Business Entity (2 Cal. Code of Regs., §18703.1(d).)

- (1) Parent subsidiary. A parent subsidiary relationship exists when one corporation directly or indirectly owns shares possessing more than 50 percent of the voting power of another corporation.
- (2) Otherwise related business entity. Business entities, including corporations, partnerships, joint ventures and any other organizations and enterprises operated for profit, which do not have a parent subsidiary relationship are otherwise related if any one of the following three tests is met:
 - (A) One business entity has a controlling ownership interest in the other business entity.
 - (B) There is shared management and control between the entities. In determining whether there is shared management and control, consideration should be given to the following factors:
 - (i) The same person or substantially the same person owns and manages the two entities;
 - (ii) There are common or commingled funds or assets;
 - (iii) The business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis;
 - (iv) There is otherwise a regular and close working relationship between the entities; or
 - (C) A controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178

(909) 396-2000 • www.aqmd.gov

Direct Deposit Authorization

STEP 1: Please check all the appropriate boxes

- | | |
|--|--|
| <input type="checkbox"/> Individual (Employee, Governing Board Member) | <input type="checkbox"/> New Request |
| <input type="checkbox"/> Vendor/Contractor | <input type="checkbox"/> Cancel Direct Deposit |
| <input type="checkbox"/> Changed Information | |

STEP 2: Payee Information

Last Name		First Name		Middle Initial	Title
Vendor/Contractor Business Name (if applicable)					
Address				Apartment or P.O. Box Number	
City		State	Zip	Country	
Taxpayer ID Number		Telephone Number		Email Address	

Authorization

1. I authorize South Coast Air Quality Management District (SCAQMD) to direct deposit funds to my account in the financial institution as indicated below. I understand that the authorization may be rejected or discontinued by SCAQMD at any time. If any of the above information changes, I will promptly complete a new authorization agreement. If the direct deposit is not stopped before closing an account, funds payable to me will be returned to SCAQMD for distribution. This will delay my payment.
2. This authorization remains in effect until SCAQMD receives written notification of changes or cancellation from you.
3. I hereby release and hold harmless SCAQMD for any claims or liability to pay for any losses or costs related to insufficient fund transactions that result from failure within the Automated Clearing House network to correctly and timely deposit monies into my account.

STEP 3:

You must verify that your bank is a member of an Automated Clearing House (ACH). Failure to do so could delay the processing of your payment. You must attach a voided check or have your bank complete the bank information and the account holder must sign below.

To be Completed by your Bank

Staple Voided Check Here	Name of Bank/Institution		
	Account Holder Name(s)		
	<input type="checkbox"/> Saving <input type="checkbox"/> Checking	Account Number	Routing Number
	Bank Representative Printed Name	Bank Representative Signature	Date
	ACCOUNT HOLDER SIGNATURE:		Date

For SCAQMD Use Only

Input By _____

Date _____

ATTACHMENT C

GREEN LANDSCAPING PRODUCTS, PRACTICES AND EQUIPMENT

GREEN LANDSCAPING PRODUCTS, PRACTICES AND EQUIPMENT

I. Products and Practices

It is the purpose and intent of this section to ensure that the Contractor and all those who apply pesticides to property owned and/or managed by SCAQMD utilize integrated pest management (IPM) practices, eliminate or reduce pesticide applications on District-owned and/or District-managed property to the maximum extent feasible, and take all reasonable measures to ensure that pest control activities do not threaten environmental and human health. Those items below that are applicable shall apply to the Landscape Maintenance contract.

The Contractor, in carrying out its pest management operations, shall focus on long-term prevention or suppression of pest problems with minimum negative impact on human health, non-target organisms, and the environment. The Contractor recognizes that pesticides are potentially hazardous to human health and the environment and shall give preference to reasonably available, non-pesticide alternatives when considering the use of pesticides on District property.

In the IPM process, monitoring and the interpretation of data gathered provide estimates of the pest population in a given area. This monitoring allows accurate decisions to be made about when intervention measures are needed, the type of control measure to be selected, and the method of application. Pest management practices in an IPM program extend beyond the application of pesticides to include structural, procedural, and landscape modifications. These practices establish physical barriers to pests, reduce the food, water, and harborage available to them, and establish landscape plants and designs that require less maintenance.

The Contractor must furnish all labor, materials, and equipment to implement the monitoring, trapping, and pesticide application aspects of the IPM program. The Contractor must also make detailed, site-specific recommendations for structural and procedural modifications to achieve pest suppression. Contractor must provide evidence in the proposal of sufficient expertise in pest management and IPM principles and practices to carry out these responsibilities effectively.

SCAQMD Building Maintenance Manager or his designee will act as the manager of the IPM program, which will include overseeing and monitoring contract performance.

The following elements are to be included in the Integrated Pest Management (IPM) plan:

- (1) Establish scouting or inspection procedures to monitor pest population levels. Perform thorough, in-field assessments of each pest problem, keeping records of such monitoring. Monitoring should be performed by designated personnel or contractor knowledgeable in IPM methods.
- (2) Establish for each pest an IPM implementation plan which evaluates the biological, aesthetic, and economic loss each site can tolerate (tolerance levels) and set pest population levels (action levels) at which corrective action should be taken to ensure that pests do not exceed tolerance levels.

- (3) Determine corrective actions when an action threshold is reached. Review and consider all available non-chemical options for acceptability and feasibility. Consider the use of chemicals only as a last resort. Select and use chemicals only in accordance with State, Federal and local law and in accordance with this chapter, whichever is most restrictive. Select reduced-risk practices least damaging to humans and the environment and most likely to produce a permanent reduction in the supportive environment for the target pest(s).
- (4) Identify and evaluate conditions that encourage pest problems. Modify pest ecosystems to reduce food and living space through physical and cultural practices.
 - (a) Use physical pest controls such as cultivation, traps, and barriers (exclusions).
 - (b) Employ practices, including watering, mulching, waste management, and food storage to reduce pest populations.
 - (c) Design and construct or modify, indoor and outdoor areas to reduce or eliminate pest habitats.
 - (d) Use pest-resistant plants and planting systems that minimize pest infections.
 - (e) Use biological pest controls when possible.
- (5) Determine most effective treatment time, based on pest biology and other variables, such as weather, seasonal changes in wildlife use, and local conditions.
- (6) Establish and maintain an accurate record-keeping system to catalog monitoring information and to document and evaluate effectiveness of pest management procedures.
- (7) Evaluate the effectiveness of the IPM program and make adjustments, as needed.

Except for pesticides granted an exemption by SCAQMD Building Maintenance Manager or his designee, it is prohibited to use any Toxicity Category I or Toxicity Category II Pesticide product, any pesticide product containing an ingredient known to the State of California to cause cancer, developmental toxicity, or reproductive toxicity pursuant to the California Safe Drinking Water and Toxic Enforcement Act of 1986; any pesticide product containing an ingredient classified by the United States Environmental Protection Agency as a human carcinogen, probable human carcinogen, possible human carcinogen, reproductive toxin, or developmental toxin.

Notification

Any pesticide use should comply with the following notification procedure:

Signs should be posted at all usual public and employee entry points where the pesticide is applied in an enclosed area and posted at all usual points of entry to the treated area

if the pesticide is applied in an open area, and pursuant to State or Federal law, regulation and by product label instructions. Signs should be posted four (4) days in advance of application, and remain in place for four (4) days following application. Signs should contain the name and active ingredient of the pesticide product, the target pest, signal word indicating the toxicity category of the pesticide product, or the actual date of application, the re-entry interval as determined by the product label or regulation, and the name and contact number for the County department responsible for the application. Signs should be of a standardized design that are easily recognizable to the public and workers.

Recordkeeping

- (1) Records shall be kept of each pesticide application. Each application record shall include the following information:
 - (a) target pest;
 - (b) type and quantity of pesticide product used, including the complete EPA registration number;
 - (c) site of the pesticide application;
 - (d) name of the pesticide applicator;
 - (e) date the pesticide was used;
 - (f) application equipment used; and
 - (g) last known date of prior pesticide application at the same site.

II. Equipment

In awareness of the air pollution emitted by traditional two-stroke engines, SCAQMD requires the Contractor use the cleanest tools and equipment available on the market. This would include electric, battery-powered, or four-stroke blowers, edgers, trimmers, and other gardening equipment.

Leaf blowers shall be Pacific Sthil Model BR 500 or equal (as noted below).

The proposed leaf blower engine must have been certified by the California Air Resources Board (CARB) for sale in California and must meet certified emission levels no higher than those identified by CARB as the Blue Sky Series Levels listed below:

Engine Displacement	Hydrocarbon plus Oxides of Nitrogen	Carbon Monoxide	Particulate Matter (PM standard applies only to 2-stroke engines)
<50 cc	25 g/kW-hr	536 g/kW-hr	2.0 g/kW-hr
50-80cc inclusive	36 g/kW-hr	536 g/kW-hr	2.0 g/kW-hr